

FILED
June 24, 2025
Clerk, U.S. Bankruptcy Court
Middle District of Pennsylvania
Harrisburg

UNITED STATES BANKRUPTCY COURT
Middle District of Pennsylvania

In re:

Frank Barrett, Debtor

Chapter 13

Case No.: 5:25-bk-01432-MJC

**MOTION TO APPROVE SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS
PURSUANT TO 11 U.S.C. § 363(b) AND (f)**

Debtor, Frank Barrett, appearing pro se, respectfully moves this Honorable Court for entry of an order authorizing the sale of certain real property known as 2148 Vista Cir, East Stroudsburg, PA 18302, free and clear of all liens, claims, and encumbrances. In support of this Motion, Debtor states as follows:

1. Jurisdiction

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(N). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Background

Debtor filed for relief under Chapter 13 of the Bankruptcy Code on May 27, 2025. The property located at 2148 Vista Cir, East Stroudsburg, PA 18302 is an asset of the bankruptcy estate.

3. Terms of Sale

Debtor has received a bona fide offer to purchase the subject property for \$160,500.00 from Bright Future SV LLC. A copy of the fully executed Purchase and Sale Agreement is attached as Exhibit A. The proposed short sale is currently under review by the first lienholder, Select Portfolio Servicing, Inc. (SPS). The debtor seeks approval from this Court in anticipation of receiving the lender's short sale approval. A copy of the lender's written approval, once received, will be filed with the Court as a supplemental exhibit prior to closing.

4. Liens and Encumbrances

The property is encumbered by a mortgage serviced by SPS, which will receive all net proceeds from the sale. A preliminary Closing Disclosure is attached as Exhibit B. There will be no proceeds to the Debtor. Any remaining liens will be extinguished by operation of this Court's order approving the sale free and clear under § 363(f).

5. Best Interests of the Estate

A short sale is in the best interest of the estate and creditors. The property is over-encumbered, and foreclosure would result in greater losses. The buyer is ready, willing, and able to close promptly upon final approval from both the lender and this Court.

6. Request to Waive 14-Day Stay

Debtor respectfully requests that the 14-day stay under Bankruptcy Rule 6004(h) be waived **at the time lender approval is received and submitted to the Court**, so that closing may proceed promptly without further delay.

7. Notice

Debtor has served or will serve this motion and all related exhibits upon the Chapter 13 Trustee, the United States Trustee, Select Portfolio Servicing, all secured creditors, and all parties in interest in accordance with Rule 2002.

WHEREFORE, Debtor respectfully requests that this Honorable Court:

1. Authorize the sale of the property located at 2148 Vista Cir, East Stroudsburg, PA 18302 to Bright Future SV LLC for \$160,500.00, free and clear of all liens and encumbrances, contingent upon short sale approval from Select Portfolio Servicing, Inc. (SPS);
2. Authorize the payoff of the mortgage to SPS per the forthcoming short sale approval letter;
3. Waive the 14-day stay imposed by Rule 6004(h) upon filing of the lender's short sale approval with the Court;
4. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

Frank Barrett (Pro Se)
2148 Vista Cir
East Stroudsburg, PA 18302
Date: 6/20/2025



Attachments:

- Exhibit A – Purchase and Sale Agreement
- Exhibit B – Preliminary HUD-1 or Closing Disclosure
- Certificate of Service

CERTIFICATE OF SERVICE

I, Frank Barrett, hereby certify that on this date, I served a copy of the foregoing Motion to Approve Sale of Real Property Free and Clear of Liens Pursuant to 11 U.S.C. § 363(b) and (f), along with all attached exhibits, by First Class U.S. Mail, postage prepaid, to the following parties:

- Chapter 13 Trustee
Charles J. DeHart, III
8125 Adams Drive, Suite A
Hummelstown, PA 17036
- United States Trustee
228 Walnut Street, Room 1190
Harrisburg, PA 17101
- Select Portfolio Servicing, Inc.
Attn: Bankruptcy Department
P.O. Box 65250
Salt Lake City, UT 84165-0250

I certify under penalty of perjury that the foregoing is true and correct.

Dated: 06/20/2025

Frank Barrett (Pro Se)
2148 Vista Cir
East Stroudsburg, PA 18302



OPTION TO PURCHASE REAL PROPERTY

AGREEMENT made on the 2 day of June, 2025,
between BARRETT FRANK
residing at 2148 VISTA CIR, EAST STROUDSBURG, PA 18302, called the Seller,
and BRIGHT FUTURE SV LLC
residing at 1936 1/2 W TILGHMAN ST, ALLENTOWN, PA 18104, called the Purchaser.

Seller, in consideration of the sum of ONE THOUSAND DOLLARS AND ZERO CENTS
(\$ 1,000.00), receipt of which is acknowledged, and in further consideration of the reciprocal
promises expressed in this agreement, grants to Purchaser an exclusive and irrevocable option to purchase
the premises known as 2148 VISTA CIR, EAST STROUDSBURG, PA 10302

EXPIRATION: Unless otherwise extended in writing, this option shall expire in thirty days after receipt of
approved short sale from seller's lender. If the Purchaser fails to exercise the option by such time and date,
the option will automatically terminate and the Seller will be entitled to retain the consideration
of ONE THOUSAND DOLLARS AND ZERO CENTS (\$ 1,000.00) stated above.

NOTIFICATION: This option shall be exercised by the Purchaser sending Seller written notice of his intention
to so exercise. The notice shall be sent by registered mail, return receipt requested. This agreement shall
constitute a **contract of sale** between the parties upon receipt of notice.

PURCHASE PRICE: The total purchase price of the property is
ONE HUNDRED SIXTY THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS
(\$ \$160,500.00), payable as follows:

A deposit of ONE THOUSAND DOLLARS AND ZERO CENTS (\$\$1,000.00) with the written notice;

ONE HUNDRED FIFTY NINE THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$ \$159,500.00)
balance at closing; the balance due at closing shall be paid in cash or certified check payable to the order of
the Seller.

SUBJECT TO: The premises are being conveyed and sold subject to any city, town or village zoning regulations and ordinances in which they lie, which are not violated by existing structures; encroachments upon any street or highway; and covenants and restriction and easements if record provides they do not prohibit or affect the present structures on the premises and their current use, or render title unmarketable.

DEED: At the title closing, a bargain and sale deed in proper statutory short forms for recording, which shall be executed and acknowledged so as to convey to Purchaser the fee simple of the premises, free and clear of all encumbrances, except as stated in this agreement and shall contain the covenant required by Section 13 of the Lien Law, shall be delivered from Seller to Purchaser.

UNMARKETABILITY: If Seller is unable to convey title in accordance with the terms of this agreement, the Seller's sole liability will be to refund to the Purchaser the amount paid on account of the purchase price and to pay the net cost of examining title and the net cost of any survey made in connection therewith incurred by Purchaser, and, upon such payments being made, this agreement shall be considered cancelled.

ASSIGNMENT: The Purchaser shall have the right to assign this agreement, this option being personal to him.

CLOSING: The closing of title shall take place at the office of seller's attorney at within 30 days after the mailing of the notice of exercise of the option by Purchaser.

POSSESSION: Possession of the premises shall be delivered vacant to the Purchaser on the date of the title closing, free of all leases, tenancies and occupancies.

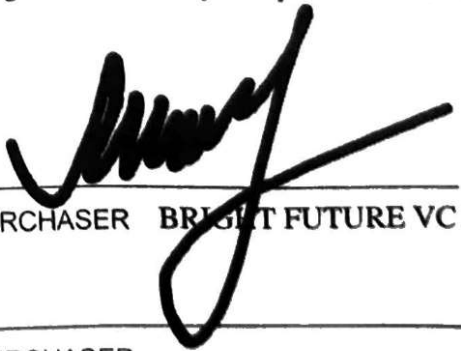
MODIFICATION: This agreement may not be amended, except in writing, and must be signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



SELLER FRANK BARRETT

SELLER



PURCHASER BRIGHT FUTURE VC LLC

PURCHASER

A. Settlement Statement

U.S. Department of Housing and Urban Development

B. Type of Loan

1 ☐ FHA 2 ☐ RHS 3 ☐ Conv. Unins 4 ☐ VA 5 ☐ Conv. Ins 6 ☒ Cash 7 ☐ Other

8. File Number

9. Loan Number

10. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p o c)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:

E. NAME AND ADDRESS OF SELLER:

F. NAME AND ADDRESS OF LENDER:

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT

PLACE OF SETTLEMENT

I. SETTLEMENT DATE:

07/01/2025

154 Summit Avenue, Pocono Summit PA 18346

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price

102. Personal Property

103. Settlement charges to borrower (line 1400)

104.

105.

Adjustments for items paid by seller in advance

106. City/Town taxes

107. County taxes

108. School Taxes

109.

110.

111.

112.

120. Gross Amount Due From Borrower

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money

202. Principal amount of new loan(s)

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments for items unpaid by seller

210. City/Town taxes

211. County taxes

212. Assessments

213.

214.

215.

216.

217.

218.

219.

220. Total Paid By/For Borrower

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)

302. Less amounts paid by/for borrower (line 220)

303. CASH From BORROWER

DISBURSEMENT DATE

07/01/2025

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract Sales Price

402. Personal Property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes

407. County taxes

408. School Taxes

409.

410.

411.

412.

420. Gross Amount Due To Seller

500. Reductions In Amount Due To Seller

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400)

503. Payoff first mortgage loan

504. IRS Lien Payoff

505.

506.

507.

508.

509.

Adjustments for items unpaid by seller

510. City/Town taxes

511. County taxes

512. Assessments

513.

514.

515.

516.

517.

518.

519.

520. Total Reduction Amount Due Seller

600. Cash At Settlement From/To Seller

601. Gross Amount due to Seller (line 420)

602. Less reductions in amount due seller (line 520)

603. CASH From SELLER

I. SETTLEMENT CHARGES**700. Total Real Estate Broker Fees**

Division of commission (line 700) as follows		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701	\$3,901.99 to E-Reality Services, Inc. Agent RicMarie Sierra		
702	\$3,901.99 to Bairo Real Estate Agent Alla Leybinsky		
703	Commission paid at settlement		7,803.99
704			
705			
706			

800. Items Payable In connection with Loan

801	Loan Origination Fee		
802	Loan Discount	to CASH	
803		to CASH	
804			
805			
806			

900. Items Required By Lender To Be Paid In Advance

901	Interest from	From 04/18/2024	To 05/01/2024		
902	Mortgage insurance premium				
903	Hazard Insurance premium				
904					
905					

1000. Reserves Deposited With Lender

1001	Hazard Insurance		
1002	Mortgage Insurance		
1003	City property taxes		
1004	County Property Taxes		
1005	Annual assessments		
1006			
1007			
1008	Aggregate Adjustments		

1100. Title Charges

1101	Settlement Fee	to E and E Settlement, Inc	325.00	500.00
1102	Notary Fee	to R & JJ Enterprises	50.00	
1103	Deed Preparation	to E and E Settlement, Inc	275.00	
1104	Wire Fee	to M&T	30.00	
1105	Courier Fee	to FedEx	50.00	
1106	Tax Certificate	to E and E Settlement, Inc	25.00	
1107	Tax Claim Certificate	to E and E Settlement, Inc	5.00	
1108	Title Insurance	to Stewart Title Guaranty Company	1,452.50	
1109	Lender's coverage @ \$.00			
1110	Owner's coverage \$175,000.00 @ \$ 1,452.50			
1111	ENHANI	to E and E Settlement, Inc PA	400.00	
1112				
1113				

1200. Government Recording and Transfer Charges

1201	Recording fees:	Deed \$96.75	Mortgage	Releases	96.75	
1202	City/county tax/stamps	Deed \$1,750.00	Mortgage			1,750.00
1203	State tax/stamps	Deed \$1,750.00	Mortgage			1,750.00
1204	Miscellaneous fee/taxes					
1205	Miscellaneous fee/taxes					
1206	e-Recording Fee		to CSC			

1300. Additional Settlement Charges

1301		to		
1302				
1303				
1304				
1305				

1400. TOTAL SETTLEMENT CHARGES

					2,709.25	11,803.99
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The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date _____